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10 Attorneys for Chapter 11 Debtors
11 and Debtors in Possession

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**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
SAN FERNANDO VALLEY DIVISION**

In re:

IRONCLAD PERFORMANCE WEAR
CORPORATION, a California corporation,

Debtor and Debtor in Possession.

In re:

IRONCLAD PERFORMANCE WEAR
CORPORATION, a Nevada corporation,

Debtor and Debtor in Possession.

Affects both Debtors

Affects Ironclad Performance Wear
Corporation, a California corporation only

Affects Ironclad Performance Wear
Corporation, a Nevada corporation only

Lead Case No.: 1:17-bk-12408-MB
Jointly administered with:
1:17-bk-12409-MB
Chapter 11 Cases

**NOTICE OF EXPEDITED HEARING ON
DEBTORS' MOTION FOR AN ORDER: (1)
APPROVING OF DEBTORS' ASSUMPTION
AND ASSIGNMENT OF ADDITIONAL
EXECUTORY CONTRACTS AND
DETERMINING CURE AMOUNTS AND
APPROVING OF DEBTORS' REJECTION
OF THOSE EXECUTORY CONTRACTS
WHICH ARE NOT ASSUMED AND
ASSIGNED; (2) WAIVING THE 14-DAY
STAY PERIOD SET FORTH IN
BANKRUPTCY RULE 6006(d); AND (3)
GRANTING RELATED RELIEF**

DATE: October 30, 2017
TIME: 10:00 a.m.
PLACE: Courtroom "303"
21041 Burbank Blvd.
Woodland Hills, CA

1 **PLEASE TAKE NOTICE** that a hearing will be held on shortened notice on October
2 30, 2017, commencing at 10:00 a.m., at the above-referenced Courtroom, for the Court to
3 consider approval that certain *Motion For An Order: (1) Approving Of Debtors' Assumption And*
4 *Assignment Of Additional Executory Contracts And Determining Cure Amounts And Approving*
5 *Of Debtors' Rejection Of Those Executory Contracts Which Are Not Assumed And Assigned; (2)*
6 *Waiving The 14-Day Stay Period Set Forth In Bankruptcy Rule 6006(d); And (3) Granting*
7 *Related Relief* (the “Additional Contracts Motion”), filed on October 20, 2017, as Docket No.
8 125.

9 **PLEASE TAKE FURTHER NOTICE** that the deadline to oppose the Additional
10 Contracts Motion and the relief requested in the Additional Contracts Motion is October 30,
11 2017, at 10:00 a.m., at the hearing on the Additional Contracts Motion. Objecting parties may
12 orally oppose the Additional Contracts Motion.

13 **The following contracting parties are affected by the Additional Contracts Motion**
14 **and should carefully read the Additional Contracts Motion (which was previously served**
15 **on the contracting parties) and this Notice:**

Contracting Party Name	Description of Contract	Cure Amount	Case
Aaron Zhang	Independent Contractor Agreement	\$0.00	CA
Abel Unlimited Inc. (Ironwear)	License Agreement	\$0.00	CA
Adi Kurniawan	Employee Agreement	\$0.00	CA
Big Time Products, LLC. (includes Apollo Performance Gloves)	License Agreement	\$0.00	CA
Bunzl USA Holdings, LLC (Cordova Safety Products, John Tillman Co.)	License Agreement	\$0.00	CA
Cestusline, Inc.	License Agreement	\$0.00	CA
Custom Information Services	IT Services Agreement	\$3,546.45	CA
Custom Leathercraft Mfg. LLC	License Agreement	\$0.00	CA
DNOW L.P. (Skatiq Gloves)	License Agreement	\$0.00	CA
DTM Sales and Marketing	Sales Representative Agreement	\$3,184.26	CA
DXP Enterprises	Customer Agreement	\$0.00	CA
Impacto Protective Products, Inc.	License Agreement	\$0.00	CA
Kartiko Sri Kuncoro	Employee Agreement	\$0.00	CA
LAB Sales Agency	Sales Representative Agreement	\$54.92	CA
Liberty Glove, Inc.	License Agreement	\$0.00	CA

1 2 3 4 5 6 7 8 9 10 11 12 13 14	Contracting Party Name	Description of Contract	Cure Amount	Case
1	Magpul Industries Corp.	License Agreement	\$0.00	CA
2	MCR Safety	License Agreement	\$0.00	CA
3	Muhammad Deni Indrajaya	Employee Agreement	\$0.00	CA
4	Murski Breeding Sales Co.	Sales Representative Agreement	\$0.00	CA
5	Nanang Kuriawan	Employee Agreement	\$0.00	CA
6	Refrigiwear, Inc.	License Agreement	\$0.00	CA
7	Ringers, Inc.	License Agreement	\$0.00	CA
8	River Zheng	Independent Contractor Agreement	\$0.00	CA
9	RPS Solutions	License Agreement	\$0.00	CA
10	Russ MacDonald	Independent Contractor Agreement	\$85.76	CA
11	Safety Supply Corporation (Radians)	License Agreement	\$0.00	CA
12	Saf-T-Glove	License Agreement	\$0.00	CA
13	Sony Riyadi	Employee Agreement	\$0.00	CA
14	Southern Glove	License Agreement	\$0.00	CA
15	Stauffer Glove & Safety	Customer Agreement	\$0.00	CA
16	TAB Sales Solutions	Sales Representative Agreement	\$82.48	CA
17	Vincent A. Pestilli & Associates, Inc.	Sales Representative Agreement	\$157.46	CA

15 **PLEASE TAKE FURTHER NOTICE** that, on October 9, 2017, Ironclad Performance
16 Wear Corporation, a California corporation, and Ironclad Performance Wear Corporation, a
17 Nevada corporation (collectively, the “Debtors”), the debtors and debtors-in-possession in the
18 above-captioned Chapter 11 bankruptcy cases, filed a motion (the “Sale Motion”) seeking an
19 order of the Court approving the Debtors’ sale of substantially all of their assets to Radians
20 Wareham Holding, Inc. (“Purchaser”) in accordance with the terms of the Asset Purchase
21 Agreement (“APA”) attached as Exhibit “A” to the Declaration of Geoffrey Greulich filed on
22 September 11, 2017 as Docket Number 6 (the “Original Greulich Declaration”) or to the highest
23 or otherwise best overbidder selected at the Auction (defined in the Sale Motion). By the Sale
24 Motion, the Debtors sought the Court’s approval of the Debtors’ assumption and assignment to
25 Purchaser (or the successful overbidder) of those unexpired leases and executory contracts that
26 Purchaser (or the successful overbidder) wishes to assume (defined in the APA as the
27 “Designated Contracts”).

28 The Additional Contracts Motion’s purpose is to supplement the Sale Motion, and

1 specifically, to include additional contracts that may potentially be Designated Contracts. The
2 Debtors do not concede that these additional contracts (the “Additional Contracts”) constitute
3 executory contracts.

4 **The list of the Additional Contracts (the “Additional Contracts Schedule”) along**
5 **with the Debtors’ belief as to all outstanding cure amounts owing by the Debtors to the**
6 **other parties to those executory contracts (the “Cure Amounts”) is set forth above (in**
7 **alphabetical order).**

8 Purchaser has not yet identified for the Debtors which of the Debtors’ executory contracts
9 and unexpired leases that Purchaser desires to have assigned to it (*i.e.*, the Designated Contracts)
10 if Purchaser is the winning bidder at the Auction (or if there is no Auction), and Purchaser is
11 required to make that designation by one day prior to the sale closing (the “Closing”). If
12 someone other than Purchaser is the successful bidder at the Auction, the Debtors will not know
13 which of their executory contracts and unexpired leases the winning bidder will desire to have
14 assigned to it until the winning bidder at the Auction makes that determination which the
15 winning bidder will also be required to make by one day prior to the Closing.

16 As a result, by way of the Additional Contracts Motion, the Debtors are seeking the
17 Court’s authority to assume and assign to Purchaser (or to a successful overbidder) all of the
18 Debtors’ Additional Contracts that Purchaser (or a successful overbidder) wants to have assigned
19 to it and to fix the required Cure Amounts that would need to be paid to the other parties to the
20 executory contracts to enable compliance with the provisions of Section 365(b)(1)(A) of the
21 Bankruptcy Code at the Cure Amounts set forth in the Additional Contracts Schedule unless the
22 other parties to the executory contracts and unexpired leases file a timely objection to the
23 Additional Contracts Motion and the Court determines that the required Cure Amount is
24 different than the amount set forth in the Additional Contracts Schedule.

25 By way of the Additional Contracts Motion, the Debtors are also seeking a determination
26 by the Court that none of the other parties to the executory contracts have suffered any actual
27 pecuniary loss resulting from any default by the Debtors so that no further payments beyond the
28 proposed Cure Amounts are required to enable compliance with the provisions of Section

1 365(b)(1)(B) of the Bankruptcy Code.

2 **PLEASE TAKE FURTHER NOTICE that if you are a party to an Additional**
3 **Contract with the Debtors and you contend that (i) the required Cure Amount is different**
4 **than the amount set forth in the Additional Contracts Schedule and/or (ii) you have**
5 **suffered any actual pecuniary loss resulting from any default by the Debtors and you**
6 **contend that additional payments beyond the proposed Cure Amounts are required to**
7 **enable compliance with the provisions of Section 365(b)(1)(B) of the Bankruptcy Code, you**
8 **must oppose the Additional Contracts Motion no later than the time of the hearing on the**
9 **Additional Contracts Motion and set forth (i) your contention as to the required Cure**
10 **Amount and/or (ii) your contention of the extent to which you have suffered actual**
11 **pecuniary loss resulting from any default by the Debtors that you contend that you contend**
12 **must be satisfied beyond the proposed Cure Amounts to enable compliance with the**
13 **provisions of Section 365(b)(1)(B) of the Bankruptcy Code. The Debtors will be requesting**
14 **the Court to find that any party that fails to timely object to the Additional Contracts**
15 **Motion is deemed to have consented to the Debtors' proposed Cure Amounts and**
16 **pecuniary loss amounts and be forever barred from challenging the Debtors' proposed**
17 **Cure Amounts and pecuniary loss amounts.**

18 **WHEREFORE**, the Debtors respectfully request that the Court enter an order:

19 1. finding that notice of the Additional Contracts Motion was proper, timely,
20 adequate, appropriate and sufficient and that no other or further notice of the Additional
21 Contracts Motion, the hearing on the Additional Contracts Motion, or the assumption and
22 assignment of the Designated Contracts is or shall be required;

23 2. finding good, sufficient, and sound business purposes and justification and
24 compelling circumstances for the Debtors' assumption and assignment of the Designated
25 Contracts to Purchaser (or to a successful overbidder);

26 3. finding that the Debtors' assumption and assignment of the Designated Contracts
27 to Purchaser (or to a successful overbidder) are in the best interests of the Debtors' estates;

28 4. determining that (i) with the payment of the Cure Amounts, the Debtors and

1 Purchaser (or a successful overbidder), as applicable, have cured, or have provided adequate
2 assurance of cure, of any default existing or occurring prior to the Closing under any of the
3 Designated Contracts, and Purchaser (or a successful overbidder) has provided adequate
4 assurance of its future performance of and under the Designated Contracts, (ii) the provisions of
5 Section 365(b)(1)(A) of the Bankruptcy Code at the Cure Amounts set forth in the Additional
6 Contracts Schedule have been satisfied unless the other parties to the executory contracts timely
7 objects to the Additional Contracts Motion and the Court determines that the required Cure
8 Amount is different than the amount set forth in the Additional Contracts Schedule, and (iii)
9 none of the other parties to the executory contracts and unexpired leases have suffered any
10 actual pecuniary loss resulting from any default by the Debtors so that no further payments
11 beyond the proposed Cure Amounts are required to enable compliance with the provisions of
12 Section 365(b)(1)(B) of the Bankruptcy Code.

13 5. determining that the Debtors' assumption and assignment to Purchaser, and
14 Purchaser's assumption on the terms set forth in the APA, of the Designated Contracts is
15 approved, and the requirements for assumption and assignment are deemed satisfied and that the
16 Debtors are authorized in accordance with 11 U.S.C. §§ 105(a) and 365;

17 6. approving (effective as of the Closing Date) the Debtors' rejection of all of the
18 Debtors' remaining executory contracts which are not assumed and assigned to Purchaser (or a
19 successful overbidder);

20 7. waiving the 14-day stay period set forth in Bankruptcy Rule 6006(d); and

21 8. granting such other and further relief as the Court deems just and proper under the
22 circumstances of these cases.

23 Dated: October 23, 2017

24 IRONCLAD PERFORMANCE WEAR
CORPORATION, *et al.*

25 By: /s/ Krikor J. Meshefjian

26 RON BENDER
27 LEVENE, NEALE, BENDER,
YOO & BRILL L.L.P.
28 Attorneys for Debtors and
Debtors in Possession

1 PROOF OF SERVICE OF DOCUMENT

2 I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business
3 address is: 10250 Constellation Boulevard, Suite 1700, Los Angeles, CA 90067

4 A true and correct copy of the foregoing document entitled **NOTICE OF EXPEDITED HEARING ON**
DEBTORS' MOTION FOR AN ORDER: (1) APPROVING OF DEBTORS' ASSUMPTION AND
ASSIGNMENT OF ADDITIONAL EXECUTORY CONTRACTS AND DETERMINING CURE AMOUNTS
AND APPROVING OF DEBTORS' REJECTION OF THOSE EXECUTORY CONTRACTS WHICH ARE
NOT ASSUMED AND ASSIGNED; (2) WAIVING THE 14-DAY STAY PERIOD SET FORTH IN
BANKRUPTCY RULE 6006(d); AND (3) GRANTING RELATED RELIEF will be served or was served
7 (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner
stated below:

8 **1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to
9 controlling General Orders and LBR, the foregoing document will be served by the court via NEF and
hyperlink to the document. On **October 23, 2017**, I checked the CM/ECF docket for this bankruptcy case
or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List
10 to receive NEF transmission at the email addresses stated below:

- 11 • Ron Bender rb@lnbyb.com
- 12 • Cathrine M Castaldi ccastaldi@brownrudnick.com
- 13 • Russell Clementson russell.clementson@usdoj.gov
- 14 • Aaron S Craig acraig@kslaw.com, lperry@kslaw.com
- 15 • Matthew A Gold courts@argopartners.net
- 16 • Monica Y Kim myk@lnbrb.com, myk@ecf.inforuptcy.com
- 17 • Krikor J Meshefelian kjm@lnbrb.com
- 18 • Tania M Moyron tania.moyron@dentons.com, chris.omeara@dentons.com
- 19 • S Margaux Ross margaux.ross@usdoj.gov
- United States Trustee (SV) ustpregion16.wh.ecf@usdoj.gov
- Sharon Z. Weiss sharon.weiss@bryancave.com, raul.morales@bryancave.com

20 **2. SERVED BY UNITED STATES MAIL:** On **October 23, 2017**, I served the following persons and/or
entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true
and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and
addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be
21 completed no later than 24 hours after the document is filed.

22 Service information continued on attached page

23 **3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR**
EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR,
on **October 23, 2017**, I served the following persons and/or entities by personal delivery, overnight mail
service, or (for those who consented in writing to such service method), by facsimile transmission and/or
email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight
mail to, the judge will be completed no later than 24 hours after the document is filed.

24 **Served via Attorney Service**

25 Hon. Martin R. Barash
United States Bankruptcy Court
21041 Burbank Boulevard, Suite 342
26 Woodland Hills, CA 91367

27 Service List served by Overnight Mail attached

1 I declare under penalty of perjury under the laws of the United States of America that the foregoing is
2 true and correct.
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October 23, 2017

Stephanie Reichert

Date

Type Name

/s/ Stephanie Reichert

Signature

Ironclad Performance Wear (8300)
OUST, Secured, Committees

United States Trustee
915 Wilshire Blvd., Suite 1850
Los Angeles, California 90017

Creditors Committee:

Committee Counsel

Brown Rudnick LLP
Attn: Cathrine M Castaldi
2211 Michelson Dr 7th Fl
Irvine, CA 92612

Resources Global Professionals
c/o Brent Waters
17101 Armstrong Ave
Irvine, CA 92614

Winspeed Sports (Shanghai) Co., LTD
c/o Brian Mitteldorf
Creditors Adjustment Bureau
14226 Ventura Blvd.
Sherman Oaks, CA 91423

PT Sport Glove Indonesia
c/o Mark C. Robba
Kranoon Desa Pandowoharjo
Sleman Yogyakarta 55512
Indonesia

Equity Committee:

Equity Committee Counsel

Dentons US LLP
Attn: Samuel Maizel & Tania Moyron
601 South Figueroa St., Suite 2500
Los Angeles, CA 90017-5704

Patrick W O'Brien
301 Whitmore Lane
Lake Forrest, IL 60045-4707

Ronald Chez
1524 N. Astor Street
Chicago, IL 60610

Scott Jarus
938 Duncan Avenue
Manhattan Beach, CA 90266

DTM Sales and Marketing
391 Gingercake Road
Fayetteville, GA 30214

Vincent A. Pestilli & Associates, Inc.
193 Sam Brown Hill Road
Brownfield, ME 4010

Murski Breeding Sales Co.
9212 Chancellor Row
Dallas, TX 75247

Custom Information Services
1201 N Watson Rd #110
Arlington, TX 76006

Abel Unlimited Inc. (Ironwear)
2020 Seabird Way
Riviera Beach, FL 33404

Big Time Products, LLC (includes Apollo
Performance Gloves)
2 Wilbanks Road SE
Rome, GA 30161

Bunzl USA Holdings, LLC (Cordova Safety
Products, John Tillman Co.)
Once City Place Drive
Suite 200
St. Louis, MO 63141

Cestusline, Inc.
13818 NE Airport Way
Portland, OR 97230

Custom Leathercraft Mfg. LLC
10240 S. Alameda Street
South Gate, CA 90280

DNOW L.P. (Skatiq Gloves)
7402 N. Eldridge Parkway
Houston, TX 77041

Impacto Protective Products, Inc.
40 Dussek Street
Belleville, ON K8N 5R8
CANADA

Liberty Glove, Inc.
433 Cheryl Lane
City of Industry, CA 91789

Magpul Industries Corp.
8226 Bee Cave Road
Austin, TX 78746

MCR Safety
1255 Schilling Blvd. W
Collierville, TN 38017

Refrigiwear, Inc.
54 Breakstone Drive
Dahlongega, GA 30533

Ringers, Inc.
8846 North Sam Houston Parkway West
Houston, TX 77064

RPS Solutions
726 Donald Preston Drive
Wolfforth, TX 79382

Safety Supply Corporation (Radians)
880 North Hills Blvd.
Suite 505
Reno, NV 89506

Saf-T-Glove
1121 Fountain Parkway
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Province, PRC

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